IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

IN RE	§	**CHAPTER 7**
	§	
LEGENDARY FIELD EXHIBITIONS, LLC.	§	**CASE NO. 19-50900-CAG**
	§	
	§	
AAF PLAYERS, LLC;	§	**CASE NO. 19-50902-CAG**
	§	
AAF PROPERTIES, LLC;	§	**CASE NO. 19-50903-CAG**
	§	
EBERSOL SPORTS MEDIA GROUP, INC.;	§	**CASE NO. 19-50904-CAG**
	§	
	§	
LFE 2, LLC;	§	**CASE NO. 19-50905-CAG**
	§	
WE ARE REALTIME, LLC	§	**CASE NO. 19-50906-CAG**
	§	
DEBTORS	§	
		(SUBSTANTIVE CONSOLIDATION OF ALL 6 CASES, INTO ONE CASE, LEGENDARY FIELD EXHIBITIONS, LLC, CASE NO. 19-50900-CAG) JOINTLY ADMINISTERED UNDER CASE NO. 19-50900-CAG)

TRUSTEE'S APPLICATION TO COMPROMISE AND SETTLE PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019

THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS. IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY-ONE (21) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD. A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.

TO THE HONORABLE H. CRAIG A. GARGOTTA, U. S. BANKRUPTCY JUDGE:

Randolph N. Osherow, Trustee, the duly appointed chapter 7 trustee in the above-referenced substantively consolidated cases ("Trustee") files this Application to Compromise and Settle Pursuant to Federal Rule of Bankruptcy Procedure 9019 (the "Application") and respectfully

shows:

I.
JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this objection pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

II.
SUMMARY OF THE CASE AND SETTLEMENT

3. Six entities operating as the Alliance of American Football ("**AAF**") suspended football operations on April 2, 2019 and filed their Chapter 7 cases two weeks later on April 17, 2019. During that interstice, former AAF players Colton Schmidt and Reggie Northrup ("**Schmidt**" and "**Northrup**") filed suit in California state court against the now-defunct AAF league, its founder Charles Ebersol, and its controlling director Thomas Dundon, seeking more than $600 million in actual and exemplary damages for themselves and a putative plaintiff class of more than 400 former AAF players. That case was removed, transferred, and ultimately referred to this Court where it pends as Adversary Proceeding No. 19-05053 (the "**Adversary**").

4. Schmidt and Northrup alleged that the Debtors breached their three-year player contracts[1] and that the Debtors, Ebersol, and Dundon engaged in misrepresentations resulting in financial harm to them. They sought to certify a class of allegedly similarly situated former AAF players who, like them, signed the AAF's Standard Player Agreement. *See* Adversary Dkt. No. 87 (Second Amended Complaint).

5. Schmidt and Northrup ("**Claimants**" in this context) filed a putative class proof of claim No. 214 (the "**Putative Class Claim**"). The Trustee objected on various merits and

[1] Schmidt and Northrup each signed and entered into a "Standard Player Agreement" with AAF Players, LLC (the "**Standard Player Agreement**").

procedural grounds [Dkt. No. 270] (the "**Claim Objection**"). The Court consolidated the Claim Objection with the Adversary. *See* Dkt. No. 276. During the bifurcated class discovery phase, it became clear that the Claimants and most or all other putative class members received only eight of the ten salary installments called for in year-one of their player agreements. Deposition discovery also indicated that plaintiffs were in contact with other former players who may have believed that they were not required to file a proof of claim considering the pending Putative Class Claim and Adversary. Discovery further demonstrated to the Trustee that the Debtors' estates would need to argue certain claims being asserted against Adversary defendants Dundon and Ebersol are estate claims.

6. Although the bifurcated Phase 1 discovery dealt primarily with class issues, enough became clear about the merits for the Trustee to formulate a settlement with the named and putative class plaintiffs of their claims against the Debtors' estate and to avoid continued expense to the estate of extended litigation over the Putative Class Claim. This Application describes and seeks approval of a negotiated settlement that resolves the Claim Objection and all claims in the Adversary against the Debtors and Defendant Ebersol on the terms described in the Application. It does not resolve claims in the Adversary against Thomas Dundon.[2]

III.
PARTIES TO THE SETTLEMENT

7. The Parties to the Settlement are:

   a. Randolph N. Osherow, Chapter 7 Trustee of the substantively consolidated bankruptcy estates of the Debtors Legendary Field Exhibitions, LLC, AAF Players, LLC, AAF Properties, LLC, Ebersol Sports Media Group, Inc., LFE2, LLC, and

[2] For the avoidance of doubt, the agreement further does not resolve claims against Dundon Capital Partners. Dundon Capital Partners is not a party to the pending Adversary.

We are Realtime, LLC (collectively called the "Debtors" and "Bankruptcy Cases").[3]

b. Colton Schmidt, Plaintiff and creditor, individually and on behalf of a creditor class comprising all players who executed a Standard Player Agreement and who were on an active roster of an AAF team on April 2, 2019, including players, if any, on injured reserve (the "**Player Settlement Class**").[4]

c. Reggie Northrup, Plaintiff, individually and on behalf of the Player Settlement Class.

d. Those members of the Player Settlement Class who do not opt out after notice pursuant to Federal Rule of Bankruptcy Procedure[5] 7023, as made applicable pursuant to Bankruptcy Rule 9014 and incorporating Federal Rule of Civil Procedure 23.

e. Charles Ebersol, the AAF's founder and one-time chief executive of Ebersol Sports Media Group, Inc. a debtor.

IV.
BACKGROUND FACTS

8. Ebersol Sports Media Group, Inc. and several of its subsidiaries conducted combined operations under the trade name Alliance of American Football ("**AAF**"). The AAF

[3] *In re Legendary Field Exhibitions, LLC*, Case No. 19-50900; *In re AAF Players, LLC*, Case no. 19-50902; *In re AAF Properties, LLC*, Case No. 19-50903; *In re Ebersol Sports Media Group, Inc.*, Case No. 19-50904; *In re LFE2, LLC*, Case No. 19-50905; *In re We are Realtime, LLC*, Case No. 19-50906. These cases are collectively called the '**Bankruptcy Cases**."

[4] To avoid any doubt, the Player Settlement Class as defined is intended to encompass those players who by virtue of their continuation on an active team roster would have become entitled to receive ten installments to pay their $70,000 2019 season salary (wages) but only received eight as a result of the Bankruptcy Cases and deemed rejection of the Standard Player Agreements, in addition to their base salaries in the 2020 league year and 2021 league year.

[5] For convenience called "Bankruptcy Rules" and cited as "Bankr. Rule(s)."

operated as a professional sports football league with teams located in eight cities throughout the United States.

9. The AAF hired professional staff and coaches with significant NFL experience. Its founders conceived the league as one that would operate professional football games interseason beginning the week after the Super Bowl and continuing through the week of the NFL draft.

10. To complement its football product, AAF planned to develop an interactive fan experience through an "app" that would allow fans access to real time streaming and game generated data, player statistics, and other metrics. The app-based interactive product component AAF conceived depended on offering and aggressively promoting a quality football product capable of attracting and keeping fans. AAF also believed and intended that the app could eventually complement sports gambling.

11. Ebersol Sports Media Group, LLC ("ESMG") directly or indirectly owned 100% of the interest in each of the other Debtors and through that structure owned each of the AAF's eight teams.

12. Although the AAF arranged more than $200 million in financing through stock sales, convertible debt, and a convertible credit line in 2018, by late 2018 sporadic funding by the line of credit investor became problematic for the AAF, and the league sought new funding sources.

13. In early February 2019, Thomas Dundon, a Texas billionaire and majority owner of an NHL hockey franchise, committed additional funding to the league and in exchange took full control of ESMG's board of directors and AAF's business decisions.

14. With two weeks remaining in the AAF's season, Dundon, solely and personally,

caused ESMG and its subsidiaries to suspend football operations on April 2, 2019.[6]

15. When AAF suspended football operations, Colton Schmidt and Reggie Northrup retained counsel, Abir, Cohen, Treyzon & Salo, LLP, a firm experienced in class action and employment litigation.[7]

16. On April 10, 2019, Schmidt and Northrup filed a putative class action complaint in the San Francisco California Superior Court under Case No. CGC-19-575169.[8]

17. On April 17, 2019, Dundon, solely and personally, caused ESMG and five subsidiaries (collectively, the "**Debtors**") to file their petitions for voluntary relief under Bankruptcy Code Chapter 7 (collectively, the "**Bankruptcy Cases**").

18. Randolph N. Osherow was appointed as Chapter 7 Trustee in each Bankruptcy Case and continues to serve in that capacity.

19. The Court substantively consolidated the Bankruptcy Cases into *In re Legendary Field Exhibitions*, Case No. 19-50900, and the substantively consolidated cases are being administered in 19-50900. [Docket No. 150].[9]

20. Schmidt and Northrup's California state court lawsuit was removed, transferred,

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[6] Plaintiffs have alleged that Dundon's decision to suspend football operations and related conduct caused injuries to themselves and to putative class members.

[7] Plaintiffs also retained experienced bankruptcy counsel, Katharine Battaia Clark, now with Thompson Coburn LLP. Further, the Trustee is informed that over 100 putative class members have retained Class Counsel individually for their claims arising from the non-defunct league.

[8] *Colton Schmidt, individually and on behalf of others similarly situated, Reggie Northrup, individually and on behalf of others similarly situated vs. AAF Players, LLC, A Delaware Limited Liability Company, d/b/a The Alliance of American Football., Thomas Dundon, an individual; Charles Ebersol, an individual, Legendary Field Exhbitions, LLC, a Delaware Limited Liability Company, AAF Properties, LLC, a Delaware Limited Liability Company, Eberson Sports Media Group, Inc. a Delaware Corporation, and Does 1-200, inclusive*, Case No. CGC-19-575169, In the Superior Court, San Francisco County, CA, Unlimited Jurisdiction.

[9] All references to "Docket No." entries refer to the Court's Pacer docket in lead case No. 19-50900 unless otherwise indicated.

and referred to this Court where it currently pends as the Adversary.

21. The Trustee did not take any action to assume the Standard Player Agreement of any player before June 16, 2019, and such agreements were rejected and deemed breached at that time under 11 U.S.C. § 365(d)(1).[10] The Claimants and putative class members are regarded as pre-petition creditors, at least as to breach of contract claims under the Standard Player Agreement.[11]

22. On July 15, 2019, before the August 15, 2019 claims bar date, Schmidt and Northrup filed the Putative Class Claim (proof of claim No. 214), seeking for themselves and for a putative class of AAF players more than $673 million in actual and exemplary damages based on various contractual, quasi-contractual, and common law and statutory tort theories.

23. The Putative Class Claim addendum primarily focuses on the claims for alleged breach of the AAF's Standard Player Agreement,[12] which Schmidt and Northrup allege is the same for each AAF player. Their tort, quasi-contractual, and equitable claims are described in their original California state court class action complaint, attached and incorporated into the Putative Class Claim.

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[10] This is the date sixty days after the Bankruptcy Cases commenced. Commencement of a voluntary case under Chapter 7 constitutes an order for relief. 11 U.S.C. § 301(d). Rejection constitutes a breach of an executory contract. 11 U.S.C. § 365(g); *Mission Product Holdings, Inc. v. Tempnology, LLC*, 139 S.Ct. 1652, 1666 (2019). The Settling Parties disagree as to the timing of when Putative Class Members contracts were breached as a matter of law.

[11] *See* 11 U.S.C. § 365(g)(1).

[12] In addition to the "Standard Player Agreement," Schmidt and Northrup also each entered into an "Authorized Alternative League Release" with AAF Players, LLC (the "**Alternative League Release**") and a Standard Commercial License Agreement with Alliance Properties, LLC (a/k/a AAF Properties, LLC and herein called "**AAF Properties**") (the "**Commercial License**"). The Commercial License provided a mechanism for players to share fractionally in certain revenues AAF received attributable to the use of their likenesses. The Alternative League Release provided a mechanism for players that might obtain an NFL offer to be released from the Standard Player Agreement. Schmidt and Northrup contend that all members of their putative class of former players also entered into identical Alternative League Release and Commercial License agreements.

24. The Putative Class Claim asserts that the breach of contract claims alleged are wage claims entitled to priority under Bankruptcy Code § 507(a)(4).[13]

25. The Standard Player Agreement provides that a player would receive a "base compensation" rate in each of three distinct contract years payable in ten installments during the corresponding season.

26. The Standard Player Agreement further provides:

> (a). . . If the SPA is terminated after the beginning of the regular season, Base Compensation payable to Player will be reduced proportionately and Player will be paid the portions of his Base Compensation having become due and payable up to the time of termination.

27. This scope and effect of this language is a subject of material dispute. Schmidt and Northrup contend based upon other contract language, for themselves and on behalf of the putative class, that this limitation cannot reduce their contractual rights (or rights of putative class members) to compensation because the suspension of league operations and the Bankruptcy Cases did not effect either a "skills termination" or a "morality termination" as defined in the Standard Player Agreements. They also contend, for themselves and on behalf of the putative class, that filing the Bankruptcy Cases could not by itself terminate their Standard Player Agreements.[14] They further contend that the putative class member's Standard Player Agreements were breached at the time the league missed the first two payments due upon their signed contracts, and/or were breached or repudiated when the AAF terminated operations on April 2, 2019.

28. After a full hearing, the Court determined that filing the Putative Class Claim

[13] The computed amount Schmidt and Northrup contend is entitled to priority under the Bankruptcy Code totals $5,678,400.00. They computed this amount by multiplying the current § 507(a)(4) wage cap by the number of former players comprising the putative class members.

[14] The U.S. Supreme Court in *Mission Product Holdings, Inc. v. Tempnology, LLC*, 139 S. Ct. 1652, 1666 (2019) resolved that an executory contract is breached, but not terminated, by rejection in bankruptcy.

seeking a distribution from the estate waived any right to a jury trial. Plaintiffs sought leave to appeal the bankruptcy court's order on an interim basis under Case No. 5:20-cv-00104-OLG 1 in the district court for the Western District of Texas, which request was denied. *See* Dkt. No. 5 in Case No. 5:20-cv-00104-OLG l.

29. The Trustee filed his Claim Objection initiating a Rule 9014 contested matter and raising substantive objections to Schmidt's and Northrup's individual claims and asserting that no class should be certified for litigation or claims purposes.

30. On motion by Schmidt and Northrup, the Court consolidated the Adversary, the Putative Class Claim, and the Trustee's Claim Objection for discovery and hearing.

31. The parties engaged in written discovery, including document production. The Trustee collected, reviewed, and produced nearly 25,000 pages of documents, including the Standard Player Agreement, Standard Commercial License, and Alternative League Release for each player signed to an AAF contract. The Trustee also recovered and produced during class discovery identifying and contact information for putative class members.[15]

32. In addition, the Trustee's counsel engaged in an exhaustive review of the contracts and interviewed various AAF executives to understand the AAF's contracting practices. The Trustee's counsel also interviewed the attorney responsible for drafting the Standard Player Agreement.

33. That work revealed that, although some "marquis" players negotiated and entered into additional and supplemental agreements regarding licensing and bonuses to enhance their

[15] In early 2020, the Trustee's counsel engaged in laborious work and interactions with a PEO provider to obtain and verify player mailing information to support the mailing of W-2 information to players. That work frequently revealed confirmed player mailing addresses different from the addresses on the company's records used to generate bankruptcy schedules. Most former players did not file an individual proof of claim before the July 5, 2019 claims bar date.

ultimate potential compensation, the Standard Player Agreement remained the same for each player in the Class, including base compensation. Each player, regardless of their "marquis" status, signed the same Standard Player Agreement. Each player owed AAF the same significant, material conditions, covenants, and obligations under the terms of the Standard Player Agreement. Debtors owed each member of the putative class the same significant, material, conditions, covenants, and obligations under the terms of the Standard Player Agreement including the same base compensation structure.

34. The Trustee's work also revealed that players who were on an AAF team roster at the beginning of AAF's season on February 9, 2019 and who remained on that active roster up to and through April 2, 2019 (when the AAF suspended games) received eight periodic checks rather than the ten set forth under the Standard Player Contract as the base compensation for the first contract year.[16] The identity of these players is determinable from the records the Trustee was able to recover from third party custodians.

35. Players who were on an active roster at the beginning of a season but were cut from a team (i.e., had their employment terminated) before April 2, 2019 appear to have received compensation for the time they were active as provided in the Standard Player Agreement.

36. Schmidt, Northrup, and Dundon gave deposition testimony in the class certification discovery phase of the Adversary. That testimony revealed that Schmidt and Northrup are engaged and knowledgeable about their own claims and to an extent expressed personal knowledge about the potential contract and other claims of the putative class members.

37. The Trustee asserts the deposition testimony also revealed that while some claims

[16] The Trustee urged in his Claim Objection that all payments for the first year base compensation were paid prepetition based on information then available; that contention appears to have been in error after a full investigation.

and contentions asserted against Dundon and Ebersol appear to be personal and subject to proof, other claims urge theories espousing derivative estate claims. The Plaintiffs deny this assertion.

38. The Trustee extensively interviewed Charles Ebersol, who cooperated fully and candidly with the Trustee in developing a fuller understanding of the league operations.

39. The Trustee has collected and sold the estate's physical property. Remaining property of the estate includes causes of action against third parties that the Trustee has and that the Trustee may assert.

40. The current estate funds will not likely result in a meaningful distribution to the estate's general creditors, even if the Trustee prevails on several claim objections remaining to be filed.

41. The Putative Class Claim and related Claim Objection implicate bona fide procedural and factual disputes, the resolution and trial of which, absent settlement, would almost certainly deplete available estate funds and make it impossible for the Debtors' estate to bring additional claims it may have.

42. The Claimants are willing to compromise and settle disputes with the Trustee, for themselves and on behalf of the Player Settlement Class, in connection with the Putative Class Claim and the Adversary on the terms set forth in this Application.

43. The Trustee has considered the totality of the circumstances of the Debtors' estate and the Bankruptcy Cases and concluded in his business judgment that entering into a settlement on the terms set forth in this Application is in the best interests of the estate.

44. The Trustee and the Claimants have agreed to contemporaneously seek to conditionally certify a settlement class of certain former players and to approve the settlement of

their claims only against the Debtors and Ebersol, as described in this Application.[17]

V.
BASIC SETTLEMENT TERMS

45. The Trustee and the Claimants, through their respective counsel, worked in good faith to craft an accommodation to fairly resolve their disputes regarding the Putative Class Claim and the Adversary as it relates to the Debtors (and Ebersol), both mindful of the prodigious cost of litigating in general and on a class action basis.

46. Based on the Trustee's extensive investigation through counsel and good faith negotiation with the Claimants and Ebersol, these parties reached a compromise on the following basic terms to be memorialized in a written settlement agreement[18]:

a. The Trustee and the Claimants agree to request that the Court apply its discretion under Bankruptcy Rule 9014 to invoke Bankruptcy Rule 7023 to certify the Player Settlement Class[19] defined as:

> All players who signed a "Standard Player Agreement" with AAF Players, LLC and who were on an active AAF team roster as of April 2, 2019, including players, if any, on injured reserve. Specifically excluded from the Class are: (i) any person who filed a proof of claim in the Main Bankruptcy Case, except for the Putative Class Claim, on or before August 15, 2019; (ii) any Class Member who timely opted-out of the Class; (iii) Defendants and officers and directors of Defendants, (iv) any entity in which any Defendant

[17] The parties also are aware of the uncertain interplay between the bankruptcy claims process and the class action process made automatically applicable in adversary proceedings. *See* Ameneh Bordi, Defendant Class Actions in Bankruptcy: A Practice Guide, 71 N.Y.U. Ann. Surv. Am. L. 481, 486 (2016) (explaining developing views over utility of utilizing plaintiffs' classes in bankruptcy cases because both devices are self-aggregating).

[18] This summary of the Settlement Agreement is for descriptive purposes only and is not, and is not intended to be, a complete recitation of the material terms of the Settlement Agreement. This summary of the Settlement Agreement is qualified in its entirety by the terms and provisions of the Settlement Agreement. To the extent that there are any inconsistencies between the description of the Settlement Agreement contained herein and the terms and provisions of the Settlement Agreement, the Settlement Agreement shall control.

[19] The Trustee has objected that a litigation class cannot be certified for reasons described in his Claim Objection, but does not believe that those reasons prevent the certification of a settlement class and a related class claim for settlement purposes. A settlement class by its nature supposes that there will not be merits litigation; accordingly, the same Rule 23(b) questions do not arise in the settlement class context.

has a controlling interest; (v) the affiliates, legal representatives, attorneys, heirs, or assigns of any Defendant; (vi) any federal, state or local governmental entity; and (vii) any judge, justice, or judicial officers presiding over the Adversary and the members of their immediate families and judicial staff. [20]

b. ABIR, COHEN, TREYZON AND SALO, LLP ("ACTS") and THOMPSON COBURN LLP will be appointed as class counsel for the Player Settlement Class ("**Class Counsel**").[21]

c. Colton Schmidt and Reggie Northrup will be appointed as class representatives for the Player Settlement Class.

d. The Putative Class Claim shall be allowed in the total amount of the Priority SPA Damages, plus the total amount of Excess SPA Damages (collectively, the "**SPA Damages**"), which total amounts shall be determined and distributed as follows:

i. Each member of the Player Settlement Class (i) who does not opt out and (ii) who timely completes and returns the claim form including all information required pursuant to the order approving settlement (and as further detailed in the class notice) will receive:

1. an allowed claim for $13,650.00[22] (the "**Priority SPA Damages**") entitled to priority under Bankruptcy Code section 507(a)(4) to be treated and disbursed pursuant to the Trustee's ordinary practices; and

2. a general unsecured claim for $180,000.00 (representing the second and third year base compensation under the Standard Player Agreement) (the "**Excess SPA Damages**"); provided, however, that the Excess SPA Damages portion of the claim will be subordinated to other general unsecured claims (not including the Putative Class

[20] For avoidance of doubt, this class definition ***does not*** include players who signed a Standard Player Agreement but were not selected to play on an AAF team and ***does not*** include players who were selected to a team but who were terminated or cut or exercised their option under the Alternative League Release agreement before April 2, 2019. This definition is intended to encompass all players whose contracts were rejected pursuant to the Bankruptcy Code except as otherwise provided. The parties disagree on the legal merits of such rejection and the effective timing of any breach, but this disagreement is not material to this Application.

[21] Specifically, the proposed class counsel are Boris Treyzon (lead counsel) and Jonathan Farahi of the ACTS firm and Katharine Battaia Clark, Nicole Williams, and John Atkins of Thompson Coburn LLP, experienced bankruptcy and class action counsel.

[22] The current cap on prepetition wage claims entitled to priority under 507(a)(4) is $13,650.00. The cap amount approximates, but is slightly less than, the $14,000.00 aggregate sum of two installments not paid to players in the Player Settlement Class as Base Compensation for play in the first contract year under the Standard Player Agreement.

Claim) filed before August 15, 2019 and any later filed claim approved and allowed by Court order, to the extent and in the amount such other claims are allowed claims and are not withdrawn.

ii. Notwithstanding the foregoing, Colton Schmidt and Reggie Northrup each will be allowed an additional general unsecured claim in the amount of $135,000 that is not subordinate to, but will receive *pro rata* distribution, if any, at the same time and with the same rank as other general unsecured claims. This is in recognition of the timely filing of their claims, and that the Lead Plaintiffs acted for and on behalf of the Player Settlement Class on their own time at their own expense.

iii. Each Player Settlement Class member who does not opt out shall be required to complete and file on the claims register or return to Class Counsel for prompt filing on the claims register a claim form on or before 60 days after the approved Class Settlement Notice is transmitted. In the event that a mailed Class Notice is returned as undeliverable, Class Counsel shall re-mail the Class Notice to the corrected address, if any, of the intended Class Member recipient as may be determined by Class Counsel through a search of a national database or as may otherwise be obtained by the Parties. In the event a Class Notice is undeliverable on the first attempt, the Class Member shall be provided additional time to file a proof of claim.

iv. The claim form will:

a. Utilize a modified Bankruptcy Form 410, which form shall be (1) prefilled with each claimant's name, (2) total claim amount, (3) priority claim amount expressly stated, (4) be supplemented to include an express acknowledgement regarding (x) taxes and withholding, (y) attorney fees awarded to Class Counsel, and (z) the assignment of certain rights.

b. Confirm no Player Settlement Class member will be required to attach his individual Standard Player Agreement to the claim form.

c. Be accompanied by instructions regarding filling out and returning the claim form, along with the impact of failing to do so on claim treatment.

2. Each player's proof of claim must authorize the Trustee in distributing funds to also withhold from each Player Settlement Class member's distribution a percentage, which will not exceed 33% of the priority claim distribution amount, payable to be applied to the fees of Class Counsel as the Court on motion may approve.

v. Player Settlement Class members who do not timely submit the claim form will not be entitled to a distribution of any amount as SPA Priority Damages, and such amount will treated as Excess SPA Damages as provided above.

e. For the avoidance of doubt, any amount distributed to a Player Settlement Class member will be subject to payroll taxes and withholding by the Trustee according to applicable law and to the same extent.

f. Player Settlement Class members who do not opt out, and regardless of whether they submit a timely claim form, will, in consideration of the settlement, assign, bargain, sell, and transfer, and by the Court's judgment be deemed to have assigned, bargained, sold, and transferred to the Trustee for the benefit of the Debtors' estate the "Settlement Class Assigned Claims." The Settlement Class Assigned Claims include:

i. Any and all claims, rights, choses in action, and causes of action seeking recovery of damages specifically issuing from the failure of the AAF to pay amounts under the Standard Player Agreements against Dundon and any unnamed "Doe" defendant based on any theory of recovery, including without limitation any claims sounding in misrepresentation, fraud, contract, or equity;

ii. Any and all claims, rights, choses in action, and causes of action based on any theory of recovery against any Debtor or against Ebersol.

Each Player Settlement Class member by virtue of the settlement assigns any claim the class member has against Dundon for failure of Dundon to fund, or to cause Dundon Capital Partners, LLC to fund the AAF based on promises to Ebersol and the Debtors, or that Dundon or any other person breached fiduciary duties owed to any of the Debtors. However, the Player Settlement Class members retain all claims against Dundon, even those for which Dundon's failure to fund (or failure to cause Dundon Capital Partners, LLC to fund) the AAF is a causal element, to the extent those claims are premised on damages for personal injury, mental anguish, or foregone economic opportunities due to being induced to play for or continue to play for the AAF, and not merely the inability of the AAF to pay promised wages or benefits.

g. For avoidance of doubt, any claims, rights, choses in action and causes of action of any individual Player Settlement Class member that are not Settlement Class Assigned Claims or that seek damages in excess of the total SPA Damages, are not assigned and transferred by this settlement to the Trustee and will remain property of Player Settlement Class members.

h. The Trustee and the Claimants will file in the Adversary an appropriate motion to

certify the Player Settlement Class defined in this Application and to approve the settlement for class purposes for which approval is sought in this Motion, including approval of an appropriate class notice that explains (i) the salient terms of the settlement, (ii) class members' obligation and deadline to return notice of any election to opt-out, (iii) class members' obligation to fully complete and timely return the claim form in order to receive any distribution as SPA Priority Damages, (iv) the contact information for the appointed class counsel, and (v) all deadlines by which class members must act. Such notice will provide for personal notice by mail and email where possible to Player Settlement Class members. Class Counsel will handle the notice and ancillary document process for which work Class Counsel shall be allowed an administrative claim in the amount of $8,000.

i. Settlement Class Counsel will together submit an application for approval of attorneys' fees to be paid out of estate distributions to Player Settlement Class members, which will be agreed by the Trustee; provided, however, that attorneys' fees earned and paid on account of and out of SPA Priority Damages distributions shall not exceed 33% of any such distribution to a Player Settlement Class member.

j. Ebersol agrees to provide to the Trustee all information known to him relevant to any claims the Trustee may have or bring against third parties and to cooperate and make himself reasonably available to the Trustee and the Trustee's representatives in connection with the Trustee's administration of the Debtors' bankruptcy estate. In exchange, the Trustee will covenant and agree that while any Bankruptcy Case is open, the Trustee will not directly or indirectly commence any action against Ebersol on account of any of the Settlement Class Assigned Claims or any other claims against Ebersol arising out of his involvement as a director, manager, or employee, as the case may be, with any Debtor. At such time as the last Bankruptcy Case is closed, provided Ebersol is not in default, the Trustee will release Ebersol of and from any such claims or suits.

k. The parties will memorialize these terms together with other customary provisions in matters of this type in a comprehensive settlement agreement to be presented to the Court at or before the hearing on this Application.

l. In the event the settlement reached and described in this Application is not approved by the Court or the settlement does not become final, then the parties will be returned to their respective statuses, rights, privileges, and claims existing immediately before this Application was filed as if the settlement had never existed.

VI.
GROUNDS FOR RELIEF

47. Bankruptcy Rule 9019(a) provides in relevant part that "on motion by a trustee and after notice and a hearing the court may approve a compromise or settlement." Settlements and

compromises are a normal part of the process of reorganization and should be approved where consistent with the Bankruptcy Code's priority scheme and reasonable in relation to the likely rewards of litigation. *Protective Comm. Four Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 428 (1968) (quoting *Case v. The Los Angeles Lumber Prod. Co.*, 308 U.S. 106, 130 (1939)).

48. The decision whether to approve a particular settlement lies within the Bankruptcy Court's discretion. *American Can Co. v. Herpel (In re: Jackson Brewing Co.)*, 624 F.2d 605, 607 (5th Cir. 1980). A reviewing court will uphold the approval of a settlement if it is the result of adequate and intelligent consideration of the merits of the claims, the difficulties of pursuing them, the potential harm to the debtor's estate caused by the delay, and the fairness of the terms of the settlement. *TMT Trailer Ferry, Inc.*, 390 U.S. at 434.

49. Courts in the Fifth Circuit look to four factors in this analysis:

i. the probability of success in the litigation, with due consideration for the uncertainty in fact and law;

ii. the complexity and likely duration of the litigation and any intended expenses, inconvenience, and delay; and

iii. the difficulties in collecting a judgment rendered from the litigation; and

iv. all other facts bearing on the wisdom of the compromise.

In re Jackson Brewing Co., 624 F.2d at 607-08.

50. The Trustee believes that the proposed settlement is in the best interest of the Debtors' Chapter 7 estate because it results in a fair and equitable compromise after consideration of the aforementioned factors. Further, it resolves a legal dispute that would be both lengthy and costly, likely consuming the majority of limited estate assets on attorneys' fees and costs, without

benefit to any creditors.

A. Probability of Success in the Litigation

51. Effectively aligned as a "defendant" in both the Adversary and the Claim Objection, the Trustee's probability of success depends primarily on whether ***any*** class or subclass of plaintiffs can be certified for litigation purposes and on the merits of the underlying contract, tort, and equity claims.

(1) Class Certification Matters

52. Bankruptcy Rule 7023 indisputably applies in the Adversary. Fed. R. Bankr. P. 7023 ("Rule 23 F.R.Civ.P. 23 applies in adversary proceedings"). Current federal jurisprudence embraces two countervailing views concerning application of Rule 7023 to proofs of claim. *Compare In re FIRSTPLUS Financial, Inc.*, 248 B.R. 60, 70-72 (N.D. Tex. 2000) *and In re Craft*, 321 B.R. 189, 192 (Bankr. N.D. Tex. 2005) (applying agency law principles to conclude that putative representatives are not agents where a class is not certified prepetition) with *In re American Reserve Corp*., 840 F.2d 487 (7th Cir. 1988), *Gentry v. Siegel*, 668 F.3d 83, 88–89 (4th Cir. 2012) (adopting that view that a because a proof of claim objection initiates a contested case and Bankruptcy Rule 9014(c) permits bankruptcy courts to invoke Rule 7023 in contested cases, agency status is conferred on representatives retrospectively where the rule is invoked and a litigation class certified), *and In re Vanguard Nat. Res., LLC*, 17-30560, 2017 WL 5573967, at *4 (Bankr. S.D. Tex. Nov. 20, 2017) (permitting class proof of claim even though class was not yet certified and characterizing position that such proofs of claim are impermissible as "in the minority").

53. The Fifth Circuit has not adopted either view as the controlling rule; Texas bankruptcy courts have adopted both approaches. It is therefore uncertain whether the Trustee

would prevail in urging that a class proof of claim filed before a class is certified is never proper.

54. The Trustee also urged in his Claim Objection that Rule 7023, if a matter of discretion, should not be invoked because:

a. the Claimants did not request the Court to apply the rule;[23]

b. a litigation class was not certified prepetition; and

c. invoking Rule 7023 for litigation would impede the efficient administration in the bankruptcy because the proof of claim could not enjoy prima facie validity as presented.[24]

55. Contrary to the Trustee's belief at the time he filed the Claim Objection, it now appears that former players received only eight of ten installments due in the first contract year. It also appears that a substantial (but unknown) number of former players may not have received notice of the Bankruptcy Cases at the addresses provided to the BNC Notification Center.[25] Discovery also revealed other players in communication with Schmidt or Northrup may have refrained from filing individual claims based on a belief that the representatives were effectively their spokesperson. Many such individuals engaged the proposed class counsel after the bar date.[26] Many believed that Schmidt and Northrup would advance the group's claims and therefore avoided filing personal proofs of claim.

56. These matters appearing through Phase 1 discovery undermine some of the contentions fundamental to the Trustee's procedural objections. Moreover, the Trustee is mindful of the reality that Rule 23 affords courts flexibility to create subclasses or certify a class only for

[23] *See* Claim Objection (Docket No. 270 at 21-22).

[24] *See id.* at 22-23.

[25] The Trustee was engaged for several months in efforts to get tax reporting information to many former players who did not receive W2's at the addresses used for purposes of mailing bankruptcy notices.

[26] The Trustee is informed that a number of these former players reached out to and engaged proposed class counsel.

particular issues. Fed. R. Civ. P. 23(c) (4-5). The fact that a litigation class could not be certified for trial of ***every*** claim and damage does not automatically mean the Court could not certify a litigation class for ***any*** claim or damage.

57. The Trustee certainly might prevail in urging as in the Claim Objection that invoking Rule 7023 has little utility in the Claim litigation context, but the Court might also find efficient a more limited role for Rule 23, even in the litigation context.

58. In the context of the settlement described in this Application, the class device would actually aid in efficient administration because it allows for settlement of the Claim Objection by establishing a class claim for settlement purposes and by efficiently and fairly establishing the process for determining the amount and timing of distribution to Player Settlement Class members. The methodology used to settle the Putative Class Claim/Claim Objection approximates certain contractual salary claims that matured when the Trustee determined he could not assume and attempt to assign the Standard Player Agreements and they were deemed rejected under Bankruptcy Code section 365(d)(1).[27]

59. In both the Adversary and the Claim Objection, the Trustee asserted that if a class proof of claim can be allowed and the Court invoked Rule 7023, the Claimants' proposed litigation class for the claims encompassed would not meet the Rule 23(a) and Rule 23(b)(3) requirements.

60. The Trustee's Claim Objection emphasized individualized questions of proof and choice of law that would interfere with an efficient trial of all of the claims asserted. The Trustee also questioned the impracticability of joinder in the bankruptcy context and challenged Rule 23(a)'s related commonality and typicality prerequisites.

61. The Claimants did not formally respond to the Claim Objection because

[27] Such deemed rejected contracts are in law considered to give rise to a prepetition breach, and therefore a prepetition claim. 11 U.S.C. § 365(g)(1).

consideration of the Claim Objection was consolidated with the Adversary. The time has also not run for Claimants to file their motion to certify a litigation class. However, they will certainly point out that courts have held Rule 23(a)'s numerosity requirement satisfied by putative classes numbering fewer than the approximately 400 individuals involved here. Regarding commonality and typicality, the Claimants urge that all players signed the Standard Player Agreement, and the Phase 1 discovery appears to confirm that players received only eight of ten installments due for year-one base compensation before the agreements were deemed rejected under Bankruptcy Code section 365(d).

62. Based on facts revealed in Phase 1 discovery, the Trustee must acknowledge regarding the contract-based claims a legitimate question that at least one common question exists in the sense as expressed in *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350, 131 S. Ct. 2541, 2551, 180 L. Ed. 2d 374 (2011).

63. Without conceding that a litigation class could be certified for all of the claims asserted, the Trustee has considered and acknowledges the differential risk factors regarding class certification for litigation of particular claims.

(2) Merits of Claims Against Debtors

64. On the merits of the claims asserted, the Trustee believes that the statutory and common law tort claims will be very difficult to establish against the Debtors, which the Claimants dispute. Although the Trustee need not take a position on the plaintiffs' likelihood of success against the individual defendants, it is possible that Ebersol could assert rights under an indemnity agreement against the estate under some circumstances.

65. Regarding the contract claims, deemed rejection of the Standard Player Agreements equates to pre-petition breach, and it appears likely that Schmidt, Northrup, and other former

players would have a claim for the two unpaid year-one installments of base compensation. Whether the Trustee could defeat a claim for unpaid base compensation for years two and three turns primarily on whether the Trustee is correct in arguing that the contract years are severable obligations. The Plaintiffs disagree and have argued the Standard Player Agreement is not severable for players who were not severable under the agreement's termination provisions.

66. Regardless of the Trustee's belief in the strength of his arguments on this point, no question in litigation is certain. The contractual language leaves room for argument on both sides.

67. For the purposes of this Application, the Trustee does not consider it necessary to address each claim and theory jot-for-jot. The facts, their contours, and legal effect central to the tort and common law claims are hotly disputed and their resolution in full-blown merits litigation will occur only in a distant and expensive future.

B. Complexity and Expense of Continued Litigation

68. Class action litigation is infamously expensive and time consuming for all involved. The same is true of the Adversary. The parties have been working for two years to prepare to present to the Court just the procedural certification question. That is especially true in cases where, as here, a complex combination of common-law, statutory, and contract claims are asserted and differentially applicable to multiple defendants differently situated.

69. Full litigation of the claims and contentions will undoubtedly involve multiple depositions and extensive written discovery to multiple parties. Moreover, it is conceivable that the litigation would involve one or more appeals.

70. In addition, the litigation of the complicated mix of issues in this litigation diverts the Trustee's resources from continuing to investigate and potentially pursue claims against certain officers and directors related to the AAF's financing and against insurers. The Trustee continues

to investigate those matters and intends to bring suits if warranted.

C. Other Factors Bearing on the Wisdom of Settlement[28]

71. The settlement proposed solves many issues in the bankruptcy. It recognizes what discovery revealed—that only eight of ten base compensation installment were made in contract year one—and treats these claims according to their tenor and priority under Bankruptcy Code 507. It addresses the fact revealed in discovery that it is unlikely that all former players received notice of the bankruptcy through the BNC mailing.

72. The settlement also acknowledges the larger risk of issue-specific certification on the contract issues and recognizes that deemed rejection of the contracts gives rise to a deemed breach and claims for rejection damages.[29]

73. Although the settlement proposed avoids the litigation of severability claims by allowing Player Settlement Class members a claim for the liquidated unpaid base compensation in contract years two and three, it also subordinates those claims to the claims of general unsecured claims of trade creditors. That means these "out-year" claims would only receive a distribution if a surplus estate occurs.

74. Eliminating this litigation will facilitate the Trustee's ability to consider and if warranted pursue claims that could enlarge the estate to the benefit of all creditors.

75. As part of the settlement, the Trustee will receive an assignment of certain claims the Plaintiffs have asserted that the Trustee believes have been more properly revealed as estate

[28] This Application does not address the difficulty in collecting a judgment factor because the Trustee is aligned effectively as a defendant. It is safe to say that if the Claimants and a putative class recovered a judgment just for the priority wage amounts sought, that judgment would be difficult to collect in full because it approximates current estate funds, which would be depleted further by the expense of litigation.

[29] Bankruptcy Rule 3002(c)(4) provides that claims arising from executory contract rejection must be filed "within such time as the court may direct." The Bankruptcy Rules therefore support allowance of the Putative Class Claim for settlement purposes in a manner that embeds a claim process that utilizes familiar bankruptcy forms and adds in the additional due process protection of class settlement procedure.

claims.

76. The settlement provides a procedure for giving notice to and receiving information from Player Settlement Class members that uses and is consistent with familiar bankruptcy processes.

77. The Trustee will avoid continued substantial expense of litigating claims that serve only to drain estate funds. This includes the continuing expense of litigating the class certification issues.

78. It is the sound business judgment of the Chapter 7 Trustee, after thorough consideration of the aforementioned factors that the proposed settlement is in the best interest of the Chapter 7 Estate. The Trustee submits that the terms of the proposed settlement within the reasonable range of litigation possibilities as set forth in *TMT Trailer Ferry, Inc.*, supra.

D. Certifying the Player Settlement Class is Appropriate.

79. The Trustee continues to believe and assert that a litigation class based on the claims and theories the Claimants/Adversary Plaintiffs assert would be unmanageable and improper.

80. However, certifying a settlement class is a different proposition. Predominance, superiority, and manageability through trial play a much more muted role in the settlement class context because the very proposition of settlement is that there will not be a trial. Circumstances affecting these factors, therefore, do not impose the same difficulties as would occur in litigating a case to judgment. *Amchem Products, Inc. v. Windsor,* 521 U.S. 591, 620, 117 S. Ct. 2231, 2248, 138 L. Ed. 2d 689 (1997).

81. The Player Settlement Class proposed in this Application focuses on the Standard Player Agreement, and the consideration paid is to recognize claims for amounts cognizable as

contract damages for unpaid base compensation in the order of priority the Bankruptcy Code establishes.[30] The claims allowed in this sense under the settlement are liquidated. The Claimants shall be deemed to have assigned all of their other claims against the Debtors' estate, the Debtors, and Ebersol to the Debtors' estate so that the Trustee may determine how to resolve them. By addressing the settlement to a particular category of easily determinable contract damages and effectively disposing all other claims and theories against the Debtors' estate, the settlement causes common questions to predominate.

82. Administering the settlement by allowing the Putative Class Claim with a process that embeds familiar bankruptcy forms and timelines approximates the court setting a specific bar date for rejection damages claims, something Bankruptcy Rule 3002(c)(4) specifically authorizes. Manageability will not be made difficult to any extent greater than in any other bankruptcy case. Moreover, because the Trustee has over the past two years spent significant time locating current information for former players to facilitate distribution of tax information, individual notice to all former players will be facilitated.

83. The Player Settlement Class must still satisfy Rule 23(a)'s requirements of numerosity, typicality, commonality and adequacy. Here, the former players are identifiable and have been identified to include more than 400 specific individuals. By addressing the settlement to contractual matters on which discovery revealed there is an appropriate level of uniformity of interest and facts, the Player Settlement Class proposed meets the commonality and typicality requisites.

84. Neither the Trustee nor anyone else has suggested that Claimants and their counsel are inadequate representatives. The focus of the settlement on the contractual claims effectively

[30] The settlement does subordinate excess contract damages for years two and three to other creditors who filed proofs of claim.

addresses and eliminates any unidentified potential conflicts of interest. And the opt-out right provided under Rule 23(b)(3) affords further protection for any putative class member who does not wish to participate.

RELIEF REQUESTED

In accordance with this Application, the Trustee seeks entry of an order authorizing the Trustee to enter into the settlement agreement and for such other and further relief to which the parties show themselves justly entitled.

Respectfully submitted,

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CERTIFICATE OF SERVICE

By my signature below, I hereby certify that on the 24th day of August, 2021, a true and correct copy of the foregoing document was served via electronic means as listed on the Court's ECF noticing system and by electronic or first class mail to those persons on the attached mailing matrix.

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